

WILKINSON) BARKER) KNAUER) LLP

2300 N STREET, NW
SUITE 700
WASHINGTON, DC 20037
TEL 202.783.4141
FAX 202.783.5851
WWW.WBKLaw.COM
JENNIFER L. KOSTYU
202.383.3384
JKOSTYU@WBKLAW.COM

March 30, 2012

Via ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: T-Mobile USA Inc. Eligible Telecommunications Carrier Annual Report and
Certifications (Florida)
WC Docket No. 10-90

Dear Ms. Dortch:

On behalf of T-Mobile USA, Inc. ("T-Mobile") and pursuant to Section 54.313 of the Commission's rules,¹ enclosed please find the redacted, public version of T-Mobile's Eligible Telecommunications Carrier Annual Report and Certifications ("Annual Report") relating to its designation as an eligible telecommunications carrier in certain areas in Florida. A confidential version of the Annual Report also is being submitted to your office under separate cover, including a request for confidential treatment pursuant to Section 0.459 of the Commission's rules.²

If you have any questions regarding this filing, please contact the undersigned.

Very truly yours,

/s/ Jennifer L. Kostyu

Jennifer L. Kostyu
Counsel to T-Mobile USA, Inc.

Enclosures

¹ 47 C.F.R. § 54.313.

² *Id.* § 0.459.

**T-MOBILE USA, INC. ELIGIBLE TELECOMMUNICATIONS CARRIER
ANNUAL REPORT AND CERTIFICATIONS**

Filed Pursuant To:
47 C.F.R. § 54.313
WC Docket No. 10-90

April 1, 2012

T-Mobile USA, Inc., parent company to T-Mobile South LLC, a wholly-owned subsidiary of T-Mobile USA, Inc. (collectively referred to and doing business as “T-Mobile”) hereby submits its Annual Report and Certifications (“Annual Report”), pursuant to 47 C.F.R. § 54.313 on behalf of its Eligible Telecommunications Carrier (“ETC”) designation in Florida for Universal Service Administrative Company (“USAC”) assigned study area code 219013.

By Proposed Agency Action Order dated July 29, 2010, Order No. PSC-10-0478 PAA TP (“PAA Order”), the Florida Public Service Commission (“Florida Commission”) proposed to designate T-Mobile as an ETC in the requested Service Area in the PAA Order. On August 20, 2010, the Florida Commission issued its consummating order making the terms of the PAA Order final and effective (*see* Order No. PSC-10-0535-CO-TP, August 20, 2010). T-Mobile’s ETC Service Area was later amended by the Florida Commission on September 29, 2010 in Docket No. 100383-TP (*see* Order No. PSC-10-0597-PAA-TP). Based on the foregoing Orders (collectively, the “*T-Mobile ETC Orders*”), T-Mobile is designated as an ETC and eligible to receive high cost universal service funds in its designated Service Area in Florida.

In the *T-Mobile ETC Orders*, the Florida Commission designated T-Mobile as an ETC, pursuant to 47 U.S.C. § 214(e)(6). Effective July 1, 2011, the Florida Legislature

enacted legislation that created the Regulatory Reform Act, which removed the Florida Commission's oversight of many services, including the designation of ETCs. Therefore, T-Mobile hereby files this Annual Report with the FCC demonstrating its compliance with the requirements for ETCs and certifying its use of federal high cost universal service funding in 2013.

T-Mobile was designated by the Florida Commission as an ETC in certain non-rural telephone company wire centers and rural telephone company study areas in Florida for purposes of receiving federal universal service support. Attached as Exhibit A is a list of the non-rural telephone company wire centers and the rural telephone company study areas included in T-Mobile's ETC service area.

1. Progress Report on Service Improvement Plan

47 C.F.R. § 54.313(a)(1) requires that an ETC submit a progress report on its five-year service quality improvement plan ("SIP") pursuant to 47 C.F.R. §54.202(a), including maps detailing its progress towards meeting its plan targets, an explanation of how much universal service support was received and how it was used to improve service quality, coverage, or capacity, and an explanation regarding any network improvement targets that have not been fulfilled in the prior calendar year. Attached as Confidential Exhibit B is T-Mobile's progress report providing an update to its previously filed SIP for its Florida ETC operations. As demonstrated in the progress report, T-Mobile's network expenditures in 2011 greatly exceeded the annual universal service support it received. T-Mobile has completed several projects that increase its coverage in rural areas of Florida and improving customer experience through signal quality, capacity, and other

network enhancements. In addition, T-Mobile invested approximately \$2.7 billion in 2011, primarily in expanding deployment of its HSPA+ (4G) network.

Confidential Exhibit B also includes an updated SIP commencing in 2012 and going through 2016, which is currently projected to be the final year of the phase down of CETC legacy support for T-Mobile.¹ As demonstrated in the SIP, T-Mobile's projected expenditures are anticipated to greatly exceed projected annual universal service support and include projects aimed at increasing its coverage in rural areas of Florida and improving customer experience through signal quality, capacity and other network enhancements.² Additionally, T-Mobile recently announced that announced it will invest \$4 billion in total to strengthen its 4G network and engage in a significant spectrum re-farming effort which will allow the deployment of long-term evolution (LTE) service in 2013.

2. Network Outages

47 C.F.R. § 54.313(a)(2) requires that an ETC submit detailed information on any outage in the prior calendar year, as that term is defined in 47 C.F.R. § 4.5, of at least 30 minutes in duration for each service area in which the ETC is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affects: (i) at least ten percent of the end users served in a designated service area; or (ii) a 911 special facility, as defined in 47 C.F.R. § 4.5(e). Specifically, the ETC's annual report must include information detailing:

- (a) the date and time of onset of the outage;
- (b) a brief description of the outage and its resolution;

¹ *In the Matter of Connect America Fund, Report and Order and Further Notice of Proposed Rulemaking*, FCC 11-161 at para. 519, released November 18, 2011 ("*USF/ICC Transformation Order*").

² See 47 C.F.R. § 54.313(a)(1).

- (c) the particular services affected;
- (d) the geographic areas affected by the outage;
- (e) steps taken to prevent a similar situation in the future; and
- (f) the estimated number of customers affected.

Attached as Confidential Exhibit C is a compilation of outage information for the period of January through December 2011 for Florida. Each network outage is evaluated on a case-by-case basis to determine the cause of the outage, the impact on services and customers, a resolution, T-Mobile's ability to meet its service provisioning obligations, including the availability of 911 services, and the steps that can be taken to prevent future outages. T-Mobile commits to remain vigilant to prevent outages in the future as well.

3. Unfulfilled Requests For Service

47 C.F.R. § 54.313(a)(3) requires that an ETC submit the number of requests for service from potential customers within the ETC's service areas that were unfulfilled during the prior calendar year, and an explanation of how the ETC attempted to provide service to those potential customers. T-Mobile includes as Confidential Attachment D its unfulfilled service request report for 2011.

4. Complaints Per 1,000 Connections

47 C.F.R. § 54.313(a)(4) requires that an ETC submit the number of complaints per 1,000 connections. The number of complaints per 1,000 connections T-Mobile addressed for the period of January through December 2011 is identified in Confidential Exhibit E. These complaints include formal complaints filed with T-Mobile and outside agencies, the FCC, the Florida Commission, the Florida Office of Public Counsel, and the Better Business Bureau in the state of Florida.

5. Price Offerings

47 C.F.R. § 54.313(a)(7) requires that an ETC provide its price offerings in a format as specified by the Wireline Competition Bureau (“WCB”). T-Mobile makes available several different rate plans with varying amounts of intra and interstate usage, variant calling services and different calling areas, in addition to offerings that include additional services. The WCB has not yet provided guidance regarding the specific format of the pricing data, therefore, T-Mobile includes details regarding some of its currently offered rate plans, which is attached as Exhibit F. T-Mobile commits to amend this list to comply with any later WCB guidance to the extent required or requested to do so.

6. Entity Affiliation

47 C.F.R. § 54.313(a)(8) requires that an ETC identify any holding company, operating companies, affiliates, and any branding, as well as universal service identifiers for each such entity by Study Area Codes, as that term is used by the Administrator. As previously explained, T-Mobile South LLC is a wholly-owned subsidiary and operating entity of T-Mobile, with USAC assigned study area code 219013 to represent its service area in Florida. T-Mobile South LLC provides service under the T-Mobile brand name.

7. Tribal Lands

47 C.F.R. § 54.313(a)(9) requires that beginning April 1, 2013, an ETC, to the extent it serves Tribal lands, file documents or information demonstrating that the ETC had discussions with Tribal governments that, at a minimum, included:

- (i) A needs assessment and deployment planning with a focus on Tribal community anchor institutions;

- (ii) Feasibility and sustainability planning;
- (iii) Marketing services in a culturally sensitive manner;
- (iv) Rights of way processes, land use permitting, facilities siting, environmental and cultural preservation review processes; and
- (v) Compliance with Tribal business and licensing requirements.

T-Mobile's ETC service area in Florida includes a portion or the entirety of the following federally recognized Tribal lands: the Big Cypress Reservation, the Brighton Reservation, the Fort Pierce Reservation, the Hollywood Reservation, the Immokalee Reservation, the Miccosukee Reservation, and the Tampa Reservation. Consistent with 47 C.F.R. § 54.313(a)(9) and the *USF/ICC Clarification Order*,³ T-Mobile will undertake the required tribal consultation in 2012 and include the information identified above in its 2013 annual report.

8. Annual Report Certifications

47 C.F.R. § 54.313 requires that an ETC include certain certifications in its annual report. Each certification that T-Mobile is required to make is discussed in detail below, and T-Mobile's certification to each requirement is included as Exhibit G.

a. Service Quality Certification

47 C.F.R. § 54.313(a)(5) requires that an ETC certify that it is complying with applicable service quality standards and consumer protection rules. T-Mobile is a signatory to CTIA-The Wireless Association's® Consumer Code for Wireless Service, which is the applicable service quality and consumer protection standard for wireless carriers. T-Mobile has been consistently certified by CTIA-The Wireless Association®

³ In the Matter of Connect America Fund, *Order*, DA 12-147, ¶ 11 (rel. Feb. released February 3, 2012) ("*USF/ICC Clarification Order*").

as being compliant with this code since 2003. T-Mobile was most recently re-certified by CTIA-The Wireless Association® as being compliant with this code on October 7, 2011. A copy of T-Mobile's most recent letter confirming its certification from CTIA-The Wireless Association® is attached as Exhibit H.

By the attached certification, T-Mobile hereby certifies that it complies with applicable service quality standards and consumer protection rules.⁴

b. Ability To Remain Functional In Emergency Situations Certification

47 C.F.R. § 54.313(a)(6) requires that an ETC certify that it is able to function in emergency situations as set forth in 47 C.F.R. § 54.202(a)(2). T-Mobile is able to function in emergency situations and demonstrates "that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations."⁵ In particular, T-Mobile has the following capabilities to remain functional in emergency situations:

- Availability of fixed and portable back-up power generators at various network locations throughout T-Mobile's network that can be deployed in emergency situations.
- Ability to reroute traffic around damaged or out-of-service facilities through the deployment of cell-on-wheels ("COWs"),

⁴ See CTIA-The Wireless Association's® Consumer Code for Wireless Service, *available at* http://files.ctia.org/pdf/The_Code.pdf. Signatories to the CTIA Consumer Code agree to: (1) disclose rates and terms of service to consumers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6); separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; (10) abide by policies for protection of customer privacy; and (11) provide consumers with free notifications for voice, data, and messaging usage, and international usage.

⁵ 47 C.F.R. § 54.202(a)(2).

redundant facilities, and dynamic rerouting of traffic over alternate facilities.

- A network control center that monitors network traffic and anticipates traffic spikes, and can then: (i) deploy network facilities to accommodate capacity needs; (ii) change call routing translations; and (iii) deploy COWs to temporarily meet traffic needs until longer-term solutions, such as additional capacity and antenna towers, can be deployed.
- In the limited instances where T-Mobile has sites not equipped with fixed generators, the majority have battery back up systems installed to maintain service in the event of a widespread power outage.

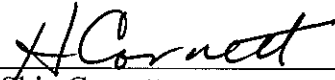
By the attached certification, T-Mobile hereby certifies that it is able to function in emergency situations.

CONCLUSION

Based on the foregoing information, T-Mobile respectfully requests the Commission accept its 2012 Annual Report for receipt of high-cost federal universal service support in accordance with 47 C.F.R. § 54.313, find that T-Mobile is in compliance with the same, and certify that T-Mobile is eligible to receive high-cost federal universal service support.

RESPECTFULLY SUBMITTED,

T-MOBILE USA, INC.

By: 
H. Skip Cornett
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000 (tel)

April 1, 2012

EXHIBITS TO ANNUAL REPORT

Exhibit A:	List of the Non-Rural and Rural Telephone Company Areas Included in T-Mobile's ETC Service Areas
Exhibit B (Confidential):	Five-Year Service Improvement Plan ("SIP")
Exhibit C (Confidential):	Outage Report
Exhibit D (Confidential):	Unfulfilled Requests For Service
Exhibit E (Confidential):	Complaints Per 1,000 Handsets
Exhibit F:	T-Mobile Rate Plans
Exhibit G:	Certifications
Exhibit H:	CTIA – The Wireless Association Confirmation Letter

EXHIBIT A

**LIST OF THE NON-RURAL AND RURAL TELEPHONE COMPANY
AREAS INCLUDED IN T-MOBILE'S ETC SERVICE AREAS**

REDACTED FOR PUBLIC INSPECTION
Telephone Companies
within T-Mobile Coverage

Company Name	Study Area Code	Service Area/Wire Center
EMBARQ FLORIDA	210341	Study Area
EMBARQ FLORIDA, INC.	210341	Study Area
FRONTIER COMM-SOUTH	210318	Study Area
INDIANTOWN TELEPHONE SYSTEM	210331	Study Area
NORTHEAST FLORIDA TELEPHONE CO., INC.	210335	Study Area
QUINCY TELEPHONE CO.	210338	Study Area
SMART CITY TELECOM LLC DBA SMART CITY TELECOM	210330	Study Area
SOUTHERN BELL-FL	215191	ARCHFLMA
SOUTHERN BELL-FL	215191	BCRTFLBT
SOUTHERN BELL-FL	215191	BCRTFLMA
SOUTHERN BELL-FL	215191	BCRTFLSA
SOUTHERN BELL-FL	215191	BGPFLMA
SOUTHERN BELL-FL	215191	BKVLFLJF
SOUTHERN BELL-FL	215191	BLDWFLMA
SOUTHERN BELL-FL	215191	BLGLFLMA
SOUTHERN BELL-FL	215191	BNNLFLMA
SOUTHERN BELL-FL	215191	BRSNFLMA
SOUTHERN BELL-FL	215191	BYBHFLMA
SOUTHERN BELL-FL	215191	CCBHFLAF
SOUTHERN BELL-FL	215191	CCBHFLMA
SOUTHERN BELL-FL	215191	CDKYFLMA
SOUTHERN BELL-FL	215191	CFLDFLMA
SOUTHERN BELL-FL	215191	CHPLFLJA
SOUTHERN BELL-FL	215191	CNTMFLLE
SOUTHERN BELL-FL	215191	COCOFLMA
SOUTHERN BELL-FL	215191	COCOFLME
SOUTHERN BELL-FL	215191	CSCYFLBA
SOUTHERN BELL-FL	215191	DBRYFLDL
SOUTHERN BELL-FL	215191	DBRYFLMA
SOUTHERN BELL-FL	215191	DELDFLMA
SOUTHERN BELL-FL	215191	DLBHFLKP
SOUTHERN BELL-FL	215191	DLBHFLMA
SOUTHERN BELL-FL	215191	DLSPFLMA

Company Name	Study Area Code	Service Area/Wire Center
SOUTHERN BELL-FL	215191	DNLNFLWM
SOUTHERN BELL-FL	215191	DRBHFLMA
SOUTHERN BELL-FL	215191	DYBHFLFN
SOUTHERN BELL-FL	215191	DYBHFLMA
SOUTHERN BELL-FL	215191	DYBHFLOB
SOUTHERN BELL-FL	215191	DYBHFLOS
SOUTHERN BELL-FL	215191	DYBHFLPO
SOUTHERN BELL-FL	215191	EGLLFLBG
SOUTHERN BELL-FL	215191	EGLLFLIH
SOUTHERN BELL-FL	215191	EORNFLMA
SOUTHERN BELL-FL	215191	FLBHFLMA
SOUTHERN BELL-FL	215191	FRBHFLFP
SOUTHERN BELL-FL	215191	FTGRFLMA
SOUTHERN BELL-FL	215191	FTLDFLCR
SOUTHERN BELL-FL	215191	FTLDFLCY
SOUTHERN BELL-FL	215191	FTLDFLJA
SOUTHERN BELL-FL	215191	FTLDFLMR
SOUTHERN BELL-FL	215191	FTLDFLOA
SOUTHERN BELL-FL	215191	FTLDFLPL
SOUTHERN BELL-FL	215191	FTLDFLSG
SOUTHERN BELL-FL	215191	FTLDFLSU
SOUTHERN BELL-FL	215191	FTLDFLWN
SOUTHERN BELL-FL	215191	FTPRFLMA
SOUTHERN BELL-FL	215191	GCSPFLCN
SOUTHERN BELL-FL	215191	GCVLFLMA
SOUTHERN BELL-FL	215191	GENVFLMA
SOUTHERN BELL-FL	215191	GLBRFLMC
SOUTHERN BELL-FL	215191	GSVLFLMA
SOUTHERN BELL-FL	215191	GSVLFLNW
SOUTHERN BELL-FL	215191	HAVNFLMA
SOUTHERN BELL-FL	215191	HBSDFLMA
SOUTHERN BELL-FL	215191	HLNVFLMA
SOUTHERN BELL-FL	215191	HLWDFLHA

REDACTED FOR PUBLIC INSPECTION
Telephone Companies
within T-Mobile Coverage

Company Name	Study Area Code	Service Area/Wire Center
SOUTHERN BELL-FL	215191	HLWDFLMA
SOUTHERN BELL-FL	215191	HLWDFLPE
SOUTHERN BELL-FL	215191	HLWDFLWH
SOUTHERN BELL-FL	215191	HMSTFLEA
SOUTHERN BELL-FL	215191	HMSTFLHM
SOUTHERN BELL-FL	215191	HMSTFLNA
SOUTHERN BELL-FL	215191	HTISFLMA
SOUTHERN BELL-FL	215191	HWTHFLMA
SOUTHERN BELL-FL	215191	ISLMFLMA
SOUTHERN BELL-FL	215191	JCBHFLAB
SOUTHERN BELL-FL	215191	JCBHFLMA
SOUTHERN BELL-FL	215191	JCBHFLSP
SOUTHERN BELL-FL	215191	JCVLFLAR
SOUTHERN BELL-FL	215191	JCVLFLBW
SOUTHERN BELL-FL	215191	JCVLFLCL
SOUTHERN BELL-FL	215191	JCVLFLFC
SOUTHERN BELL-FL	215191	JCVLFLIA
SOUTHERN BELL-FL	215191	JCVLFLJT
SOUTHERN BELL-FL	215191	JCVLFLLF
SOUTHERN BELL-FL	215191	JCVLFLNO
SOUTHERN BELL-FL	215191	JCVLFLOW
SOUTHERN BELL-FL	215191	JCVLFLRV
SOUTHERN BELL-FL	215191	JCVFLFSJ
SOUTHERN BELL-FL	215191	JCVFLFSM
SOUTHERN BELL-FL	215191	JCVLFLWC
SOUTHERN BELL-FL	215191	JPTRFLMA
SOUTHERN BELL-FL	215191	KYHGFLMA
SOUTHERN BELL-FL	215191	KYLRFLLS
SOUTHERN BELL-FL	215191	KYLRFLMA
SOUTHERN BELL-FL	215191	KYWSFLMA
SOUTHERN BELL-FL	215191	LKCYFLMA
SOUTHERN BELL-FL	215191	LKMRFLHE
SOUTHERN BELL-FL	215191	LYHNFLOH

REDACTED FOR PUBLIC INSPECTION
Telephone Companies
within T-Mobile Coverage

Company Name	Study Area Code	Service Area/Wire Center
SOUTHERN BELL-FL	215191	MCNPFLMA
SOUTHERN BELL-FL	215191	MDBGFLPM
SOUTHERN BELL-FL	215191	MIAMFLAE
SOUTHERN BELL-FL	215191	MIAMFLAL
SOUTHERN BELL-FL	215191	MIAMFLAP
SOUTHERN BELL-FL	215191	MIAMFLBA
SOUTHERN BELL-FL	215191	MIAMFLBC
SOUTHERN BELL-FL	215191	MIAMFLBR
SOUTHERN BELL-FL	215191	MIAMFLCA
SOUTHERN BELL-FL	215191	MIAMFLDB
SOUTHERN BELL-FL	215191	MIAMFLFL
SOUTHERN BELL-FL	215191	MIAMFLGR
SOUTHERN BELL-FL	215191	MIAMFLHL
SOUTHERN BELL-FL	215191	MIAMFLIC
SOUTHERN BELL-FL	215191	MIAMFLKE
SOUTHERN BELL-FL	215191	MIAMFLME
SOUTHERN BELL-FL	215191	MIAMFLNM
SOUTHERN BELL-FL	215191	MIAMFLNS
SOUTHERN BELL-FL	215191	MIAMFLOL
SOUTHERN BELL-FL	215191	MIAMFLPB
SOUTHERN BELL-FL	215191	MIAMFLPL
SOUTHERN BELL-FL	215191	MIAMFLRR
SOUTHERN BELL-FL	215191	MIAMFLSH
SOUTHERN BELL-FL	215191	MIAMFLSO
SOUTHERN BELL-FL	215191	MIAMFLWD
SOUTHERN BELL-FL	215191	MIAMFLWM
SOUTHERN BELL-FL	215191	MICCFLLB
SOUTHERN BELL-FL	215191	MLBRFLMA
SOUTHERN BELL-FL	215191	MLTNFLRA
SOUTHERN BELL-FL	215191	MNDRFLAV
SOUTHERN BELL-FL	215191	MNDRFLLO
SOUTHERN BELL-FL	215191	MNDRFLLW
SOUTHERN BELL-FL	215191	MRTHFLVE

REDACTED FOR PUBLIC INSPECTION
Telephone Companies
within T-Mobile Coverage

Company Name	Study Area Code	Service Area/Wire Center
SOUTHERN BELL-FL	215191	MXVFLMA
SOUTHERN BELL-FL	215191	NDADFLAC
SOUTHERN BELL-FL	215191	NDADFLBR
SOUTHERN BELL-FL	215191	NDADFLGG
SOUTHERN BELL-FL	215191	NDADFLOL
SOUTHERN BELL-FL	215191	NKLRFLMA
SOUTHERN BELL-FL	215191	NSBHFLMA
SOUTHERN BELL-FL	215191	NWBYFLMA
SOUTHERN BELL-FL	215191	OKHLFLMA
SOUTHERN BELL-FL	215191	OLTWFLLN
SOUTHERN BELL-FL	215191	ORLDFLAP
SOUTHERN BELL-FL	215191	ORLDFLCL
SOUTHERN BELL-FL	215191	ORLDFLMA
SOUTHERN BELL-FL	215191	ORLDFLPC
SOUTHERN BELL-FL	215191	ORLDFLPH
SOUTHERN BELL-FL	215191	ORLDFLSA
SOUTHERN BELL-FL	215191	ORPKFLMA
SOUTHERN BELL-FL	215191	ORPKFLRW
SOUTHERN BELL-FL	215191	OVIDFLCA
SOUTHERN BELL-FL	215191	PACEFLPV
SOUTHERN BELL-FL	215191	PAHKFLMA
SOUTHERN BELL-FL	215191	PCBHFLNT
SOUTHERN BELL-FL	215191	PLCSFLMA
SOUTHERN BELL-FL	215191	PLTKFLMA
SOUTHERN BELL-FL	215191	PMBHFLCS
SOUTHERN BELL-FL	215191	PMBHFLFE
SOUTHERN BELL-FL	215191	PMBHFLMA
SOUTHERN BELL-FL	215191	PMBHFLNP
SOUTHERN BELL-FL	215191	PMBHFLTA
SOUTHERN BELL-FL	215191	PMPKFLMA
SOUTHERN BELL-FL	215191	PNCYFLCA
SOUTHERN BELL-FL	215191	PNCYFLMA
SOUTHERN BELL-FL	215191	PNSCFLBL

REDACTED FOR PUBLIC INSPECTION
Telephone Companies
within T-Mobile Coverage

Company Name	Study Area Code	Service Area/Wire Center
SOUTHERN BELL-FL	215191	PNSCFLFP
SOUTHERN BELL-FL	215191	PNSCFLHC
SOUTHERN BELL-FL	215191	PNSCFLPB
SOUTHERN BELL-FL	215191	PNSCFLWA
SOUTHERN BELL-FL	215191	PNVDFLMA
SOUTHERN BELL-FL	215191	PRRNFLMA
SOUTHERN BELL-FL	215191	PRSNFLFD
SOUTHERN BELL-FL	215191	PTSLFLMA
SOUTHERN BELL-FL	215191	PTSLFLSO
SOUTHERN BELL-FL	215191	SBSTFLFE
SOUTHERN BELL-FL	215191	SBSTFLMA
SOUTHERN BELL-FL	215191	SGKYFLMA
SOUTHERN BELL-FL	215191	SNFRFLMA
SOUTHERN BELL-FL	215191	STAGFLBS
SOUTHERN BELL-FL	215191	STAGFLMA
SOUTHERN BELL-FL	215191	STAGFLSH
SOUTHERN BELL-FL	215191	STAGFLWG
SOUTHERN BELL-FL	215191	STRNFLMA
SOUTHERN BELL-FL	215191	TRENFLMA
SOUTHERN BELL-FL	215191	TTVLFLMA
SOUTHERN BELL-FL	215191	VRBHFLBE
SOUTHERN BELL-FL	215191	VRBHFLMA
SOUTHERN BELL-FL	215191	WELKFLMA
SOUTHERN BELL-FL	215191	WPBHFLAN
SOUTHERN BELL-FL	215191	WPBHFLGA
SOUTHERN BELL-FL	215191	WPBHFLGR
SOUTHERN BELL-FL	215191	WPBHFLHH
SOUTHERN BELL-FL	215191	WPBHFLLE
SOUTHERN BELL-FL	215191	WPBHFLRB
SOUTHERN BELL-FL	215191	WPBHFLRP
SOUTHERN BELL-FL	215191	WWSPFLHI
SOUTHERN BELL-FL	215191	WWSPFLSH
SOUTHERN BELL-FL	215191	YNFNFLMA

Company Name	Study Area Code	Service Area/Wire Center
SOUTHERN BELL-FL	215191	YNTWFLMA
SOUTHERN BELL-FL	215191	YULEFLMA
VERIZON FLORIDA INC. -Wire	210328	ABDLFLXA
VERIZON FLORIDA INC. -Wire	210328	ALFAFLXA
VERIZON FLORIDA INC. -Wire	210328	ALTRFLXA
VERIZON FLORIDA INC. -Wire	210328	ANMRFLXA
VERIZON FLORIDA INC. -Wire	210328	BARTFLXA
VERIZON FLORIDA INC. -Wire	210328	BAYUFLXA
VERIZON FLORIDA INC. -Wire	210328	BBPKFLXA
VERIZON FLORIDA INC. -Wire	210328	BHPKFLXA
VERIZON FLORIDA INC. -Wire	210328	BRBAFLXA
VERIZON FLORIDA INC. -Wire	210328	BRJTFLXA
VERIZON FLORIDA INC. -Wire	210328	BRNDFLXA
VERIZON FLORIDA INC. -Wire	210328	BRTNFLXX
VERIZON FLORIDA INC. -Wire	210328	BYSHFLXA
VERIZON FLORIDA INC. -Wire	210328	CLWRFLXA
VERIZON FLORIDA INC. -Wire	210328	CNSDFLXA
VERIZON FLORIDA INC. -Wire	210328	CRWDFLXA
VERIZON FLORIDA INC. -Wire	210328	CYGRFLXA
VERIZON FLORIDA INC. -Wire	210328	DNDNFLXA
VERIZON FLORIDA INC. -Wire	210328	DUNDFLXA
VERIZON FLORIDA INC. -Wire	210328	ENWDFLXA
VERIZON FLORIDA INC. -Wire	210328	FHSDFLXA
VERIZON FLORIDA INC. -Wire	210328	FRSTFLXA
VERIZON FLORIDA INC. -Wire	210328	GNDYFLXA
VERIZON FLORIDA INC. -Wire	210328	HDSNFLXA
VERIZON FLORIDA INC. -Wire	210328	HGLDFLXA
VERIZON FLORIDA INC. -Wire	210328	HNCYFLXA
VERIZON FLORIDA INC. -Wire	210328	HNCYFLXN
VERIZON FLORIDA INC. -Wire	210328	HYPKFLXA
VERIZON FLORIDA INC. -Wire	210328	INRKFLXX
VERIZON FLORIDA INC. -Wire	210328	KYSTFLXA
VERIZON FLORIDA INC. -Wire	210328	LGBKFLXA

Company Name	Study Area Code	Service Area/Wire Center
VERIZON FLORIDA INC. -Wire	210328	LKALFLXA
VERIZON FLORIDA INC. -Wire	210328	LKLDFLXA
VERIZON FLORIDA INC. -Wire	210328	LKLDFLXE
VERIZON FLORIDA INC. -Wire	210328	LKLDFLXN
VERIZON FLORIDA INC. -Wire	210328	LKWFLXA
VERIZON FLORIDA INC. -Wire	210328	LKWFLXE
VERIZON FLORIDA INC. -Wire	210328	LLMNFLXA
VERIZON FLORIDA INC. -Wire	210328	LNLKFLXA
VERIZON FLORIDA INC. -Wire	210328	LRGOFLXA
VERIZON FLORIDA INC. -Wire	210328	LUTZFLXA
VERIZON FLORIDA INC. -Wire	210328	MLBYFLXA
VERIZON FLORIDA INC. -Wire	210328	MNLKFLXA
VERIZON FLORIDA INC. -Wire	210328	NGBHFLXA
VERIZON FLORIDA INC. -Wire	210328	NPRCFLXA
VERIZON FLORIDA INC. -Wire	210328	NRPTFLXA
VERIZON FLORIDA INC. -Wire	210328	NRSDFLXA
VERIZON FLORIDA INC. -Wire	210328	OLDSFLXA
VERIZON FLORIDA INC. -Wire	210328	OSPRFLXA
VERIZON FLORIDA INC. -Wire	210328	PKCYFLXA
VERIZON FLORIDA INC. -Wire	210328	PLMTFLXA
VERIZON FLORIDA INC. -Wire	210328	PLSLFLXA
VERIZON FLORIDA INC. -Wire	210328	PNCRFLXA
VERIZON FLORIDA INC. -Wire	210328	PNLSFLXA
VERIZON FLORIDA INC. -Wire	210328	POINFLXA
VERIZON FLORIDA INC. -Wire	210328	PRSHFLXA
VERIZON FLORIDA INC. -Wire	210328	PSDNFLXA
VERIZON FLORIDA INC. -Wire	210328	PTCYFLXA
VERIZON FLORIDA INC. -Wire	210328	RSKNFLXA
VERIZON FLORIDA INC. -Wire	210328	SARKFLXA
VERIZON FLORIDA INC. -Wire	210328	SEKYFLXA
VERIZON FLORIDA INC. -Wire	210328	SGBEFLXA
VERIZON FLORIDA INC. -Wire	210328	SKWYFLXA
VERIZON FLORIDA INC. -Wire	210328	SLSPFLXA

REDACTED FOR PUBLIC INSPECTION
Telephone Companies
within T-Mobile Coverage

Company Name	Study Area Code	Service Area/Wire Center
VERIZON FLORIDA INC. -Wire	210328	SMNLFLXA
VERIZON FLORIDA INC. -Wire	210328	SNSPFLXA
VERIZON FLORIDA INC. -Wire	210328	SPBGFLXA
VERIZON FLORIDA INC. -Wire	210328	SPBGFLXS
VERIZON FLORIDA INC. -Wire	210328	SPRGFLXA
VERIZON FLORIDA INC. -Wire	210328	SRSTFLXA
VERIZON FLORIDA INC. -Wire	210328	SSDSFLXA
VERIZON FLORIDA INC. -Wire	210328	STGRFLXA
VERIZON FLORIDA INC. -Wire	210328	SWTHFLXA
VERIZON FLORIDA INC. -Wire	210328	TAMPFLXE
VERIZON FLORIDA INC. -Wire	210328	TAMPFLXX
VERIZON FLORIDA INC. -Wire	210328	THNTFLXA
VERIZON FLORIDA INC. -Wire	210328	TMTRFLXA
VERIZON FLORIDA INC. -Wire	210328	TRSPFLXA
VERIZON FLORIDA INC. -Wire	210328	UNVRFLXA
VERIZON FLORIDA INC. -Wire	210328	VENCFLXA
VERIZON FLORIDA INC. -Wire	210328	VENCFLXS
VERIZON FLORIDA INC. -Wire	210328	WIMMFLXA
VERIZON FLORIDA INC. -Wire	210328	WLCHFLXA
VERIZON FLORIDA INC. -Wire	210328	WLCRFLXA
VERIZON FLORIDA INC. -Wire	210328	WNHNFLXC
VERIZON FLORIDA INC. -Wire	210328	WSSDFLXA
VERIZON FLORIDA INC. -Wire	210328	YBCTFLXA
VERIZON FLORIDA INC. -Wire	210328	ZPHYFLXA
WINDSTREAM FLORIDA, INC.	210336	Study Area

REDACTED FOR PUBLIC INSPECTION

EXHIBIT B

FIVE-YEAR SERVICE IMPROVEMENT PLAN (“SIP”)

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

EXHIBIT C
OUTAGE REPORT

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

EXHIBIT D

UNFULFILLED REQUESTS FOR SERVICE

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

REDACTED FOR PUBLIC INSPECTION

EXHIBIT E

COMPLAINTS PER 1,000 HANDSETS

THIS EXHIBIT IS BEING WITHHELD FROM PUBLIC INSPECTION

EXHIBIT F

T-MOBILE RATE PLANS

T-Mobile® Value Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Individual Plans

Price	Talk	Text	Data
\$34.99	500 Whenever Minutes®	—	—
\$39.99	500 Whenever Minutes	Unlimited	—
\$44.99	1000 Whenever Minutes	—	—
\$49.99	Unlimited	Unlimited	—
\$49.99	500 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$59.99	Unlimited	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$64.99	500 Whenever Minutes	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$74.99	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$94.99	500 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$104.99	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$5 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

T-Mobile®

Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approximately 6%–28% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m., Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Equipment Installment Plan:** Availability and amount of EIP financing subject to credit approval. Down payment required at time of purchase. Remaining payments to be made evenly over time; EIP not available in Washington, D.C. Qualifying rate plans required, and account must remain in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply. Available only at participating locations; see store for details. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes and Premium Handset Protection are registered trademarks, and Unlimited Value is a trademark, of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

T-Mobile Value Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Value plans have UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Buy a phone or use one you already have.

With T-Mobile's Value plans, you can either use your own phone, or purchase a new one with our convenient Equipment Installment Plan. Our Equipment Installment Plan lets you spread out the cost of a new phone over time with interest-free payments. A down payment is due upon purchase, and remaining payments will be charged to your monthly bill over time. It's that easy. Don't forget to ask about Premium Handset Protection® for your phone. It's an affordable way to protect your investment and enjoy peace of mind.

Value Family Plans			
Price (per line)	Talk*	Text	Data
\$24.99	1000 Whenever Minutes®	—	—
\$29.99	1000 Whenever Minutes	Unlimited	—
\$34.99	2000 Whenever Minutes	—	—
\$39.99	Unlimited	Unlimited	—
\$39.99	1000 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$49.99	Unlimited	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$54.99	1000 Whenever Minutes	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$64.99	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$84.99	1000 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$94.99	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$5 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

Add a Line (Talk)	
Shared Minute Value Add a Line—shares existing Whenever Minutes, only available on Minute Value™ plans	\$5
500 Value Add a Line—500 Whenever Minutes per line, only available on Unlimited Value™ plans	\$5
Unlimited Value Add a Line—only available with Unlimited Value plans	\$25

Add Data	
Simple—with 200 MB of high-speed data. Overages are 10¢ per MB.	\$5
Unlimited—Plus—with 2 GB of high-speed data	\$10
Unlimited—Premium—with 5 GB of high-speed data	\$25
Unlimited—Ultra—with 10 GB of high-speed data	\$55

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

T-Mobile®

Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approximately 6%–28% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **Family Plans:** Limit five lines. All lines of service must be activated in the same T-Mobile market and have the same billing address and area code. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Equipment Installment Plan:** Availability and amount of EIP financing subject to credit approval. Down payment required at time of purchase. Remaining payments to be made evenly over time; EIP not available in Washington, D.C. Qualifying rate plans required, and account must remain in good standing. Taxes, late/non-payment fees and other upfront and monthly charges may apply. Available only at participating locations; see store for details. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at myT-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes and Premium Handset Protection are registered trademarks, and Unlimited Value and Minute Value are trademarks, of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

T-Mobile® Classic Plans for Families

T-Mobile offers a variety of rate plans, so you can pick the perfect plan for your family. All of the Classic plans come with great phone discounts, UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Classic Family Plans			
Price (per line)	Talk*	Text	Data
\$29.99	1000 Whenever Minutes®	—	—
\$39.99	1000 Whenever Minutes	Unlimited	—
\$39.99	2000 Whenever Minutes	—	—
\$49.99	Unlimited	Unlimited	—
\$59.99	1000 Whenever Minutes	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$69.99	Unlimited	Unlimited	Unlimited—Plus with 2 GB of high-speed data
\$69.99	1000 Whenever Minutes	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$79.99	Unlimited	Unlimited	Unlimited—Premium with 5 GB of high-speed data
\$99.99	1000 Whenever Minutes	Unlimited	Unlimited—Ultra with 10 GB of high-speed data
\$109.99	Unlimited	Unlimited	Unlimited—Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$10 more per month per line. Overages are 10¢ per MB.

* Whenever Minutes are shared by the two lines.

Prices reflect monthly recurring charges per line for each of your first two lines; two-line minimum. Taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

Add a Line (Talk)	
Classic Shared Minute Add a Line —shares existing Whenever Minutes, only available on Classic Minute™ plans	\$10
Classic 500 Add a Line —500 Whenever Minutes per line, only available on Classic Unlimited™ plans	\$10
Classic Unlimited Add a Line —only available on Classic Unlimited plans	\$30

Add Data	
Simple —with 200 MB of high-speed data. Overages are 10¢ per MB.	\$10
Unlimited—Plus —with 2 GB of high-speed data	\$20
Unlimited—Premium —with 5 GB of high-speed data	\$30
Unlimited—Ultra —with 10 GB of high-speed data	\$60

Prices reflect monthly recurring charges per line; taxes and fees additional. Adding data for additional lines requires an add-a-line talk plan; stand-alone data plans not available. All family plans with unlimited text provide unlimited text for all additional lines.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

T-Mobile®

Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** General Terms: Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approximately 6%–26% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 6:59 a.m. Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **Family Plans:** Limit five lines. All lines of service must be activated in the same T-Mobile market and have the same billing address and area code. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay, third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes is a registered trademark, and Classic Minute and Classic Unlimited are trademarks, of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

T-Mobile® Classic Plans for Individuals

T-Mobile offers a variety of rate plans, so you can pick the perfect plan. All of the Classic plans come with great phone discounts, UNLIMITED nationwide T-Mobile to T-Mobile calling and UNLIMITED Nights and Weekends. A two-year contract is required.

Classic Individual Plans			
Price	Talk	Text	Data
\$39 ⁹⁹	500 Whenever Minutes®	—	—
\$49 ⁹⁹	500 Whenever Minutes	Unlimited	—
\$49 ⁹⁹	1000 Whenever Minutes	—	—
\$59 ⁹⁹	Unlimited	Unlimited	—
\$69 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Plus with 2 GB of high-speed data
\$79 ⁹⁹	Unlimited	Unlimited	Unlimited – Plus with 2 GB of high-speed data
\$79 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Premium with 5 GB of high-speed data
\$89 ⁹⁹	Unlimited	Unlimited	Unlimited – Premium with 5 GB of high-speed data
\$109 ⁹⁹	500 Whenever Minutes	Unlimited	Unlimited – Ultra with 10 GB of high-speed data
\$119 ⁹⁹	Unlimited	Unlimited	Unlimited – Ultra with 10 GB of high-speed data

How much high-speed data do you need?

- With T-Mobile's unlimited data plans (2 GB, 5 GB and 10 GB of high-speed data), you'll never have surprise costs or be cut off.
- If you use more high-speed data than your unlimited plan covers, we simply allow you to access the Web at up to 2G speeds.
- You can upgrade to a bigger data plan at any time.

Find the data plan that fits you.

Recommended for, but not limited to:

- Occasional email with attachments
- Occasional Web surfing (checking news, weather and sports scores)
- Navigation
- Social networking posts and photo uploads
- Downloading music and games

Recommended for, but not limited to:

- Frequent email with attachments
- Daily Web surfing and online gaming
- Social networking posts and photo/video uploads
- Downloading music, games and movies
- Streaming music, TV, movies and video chat

Recommended for, but not limited to:

- All of the above with increased frequency or extended use of streaming activities
- Also compatible with tethering plans (available at an additional monthly charge)

Add 200 MB of high-speed data to Talk + Text plans for just \$10 more per month. Overages are 10¢ per MB.

Prices reflect monthly recurring charges; taxes and fees additional. Text plans include unlimited nationwide text, and picture and video messaging.

The ability to send/receive messages is included with all T-Mobile service, and the ability to access data (e.g., the Web) is included with all post-paid service, on compatible devices. Some plans and features include unlimited messaging/data or message/data allotments. If you don't have a plan or feature that includes messaging/data, messages you send/receive and data that you use will be charged to your account on a per use basis. See www.T-Mobile.com for messaging/data rates and for message blocking and data usage opt-out options.

T-Mobile®

Still have questions?

See a Sales Associate, or visit our online data calculator at www.T-Mobile.com/calculator

All Pricing: Limited-time offers; subject to change. Taxes and fees additional. Post-paid only. Rates apply only to services used and calls originating and received within the U.S. (unless stated otherwise). International use incurs additional separate charges. Compatible device required; not all features or plans available on all devices. **Unlimited features for direct U.S. communications between two people.** **General Terms:** Credit approval, \$35 per line activation fee, deposit and two-year agreement with up to \$200/line early cancellation fee required. If you switch plans you may be bound by existing or extended contract term (including early cancellation provisions) and/or charged an up to \$200 fee. You may be unable to switch to some plans. Additional requirements may apply to business customers; Premier and other business/association discounts may not be available. Regulatory Programs Fee (not a tax or government-mandated charge) of up to \$1.61 per line/month applies. Taxes approximately 6%–28% of your monthly bill. Overage usage extra; partial minutes/megabytes rounded up. Talk overage charge of \$0.45/minute. Some calls/features involve multiple calls; each call incurs separate charges. **Nights and Weekends:** Weekends are midnight Friday to midnight Sunday, and nights are 9:00 p.m. to 8:59 a.m. Monday–Friday, based upon start time of call. Different terms apply to FlexPay and prepaid. **T-Mobile to T-Mobile** calls are directly dialed between T-Mobile customer devices while on the T-Mobile USA network (and not roaming on any domestic or international network); calls to voicemail and other T-Mobile service numbers not included. **Messaging:** You will be charged for all messages you send and that are sent to you even if they aren't received. Length/size of messages may be limited. **Web/Data:** For unlimited data plans, full speeds available up to monthly data allotment; after allotment used, speeds slowed to up to 2G speeds for remainder of billing cycle. For 200 MB plan, overage of \$0.10/MB after monthly data allotment is used. **Your data session, plan or service may be slowed, suspended, terminated or restricted** if you use your service in a way that interferes with or impacts our network or ability to provide quality service to other users, if you roam for a significant portion of your usage, or if you use a disproportionate amount of bandwidth during a billing cycle. You may not use your plan or device for prohibited uses. **Tethering and Wi-Fi Sharing:** Monthly data allotment included with qualifying phone data plan applies. Use of connected devices subject to T-Mobile terms and conditions. **Downloads/Applications:** Additional charges may apply; not all downloads are available on all phones. T-Mobile is not responsible for any third-party content or website you may be able to access using your phone. You obtain no rights in downloads; duration of use may be limited and downloads may be stored solely for use with your phone. T-Mobile is not responsible for any download lost due to your error. T-Mobile is not responsible for apps, including download, installation, use, transmission failure, interruption or delay; third-party advertisements you may encounter while using an app, alterations any app may make to the functionality of your device, including any changes that may affect your T-Mobile plan, service, or billing, or any content or website you may be able to access through an app. **Coverage:** Not available everywhere. **Abnormal Usage:** Service may be limited or terminated for misuse, abnormal usage or significant roaming. **Bill Details:** Your bill summarizes your charges, fees and taxes, but does not include the details of services used. You may view bill details at my.T-Mobile.com or, for an additional charge, we will provide detailed bills. We do not provide bills to FlexPay and prepaid customers. See brochures and **Terms and Conditions (including arbitration provision)** at www.T-Mobile.com for additional information. T-Mobile and the magenta color are registered trademarks of Deutsche Telekom AG. Whenever Minutes is a registered trademark of T-Mobile USA, Inc. © 2011 T-Mobile USA, Inc.

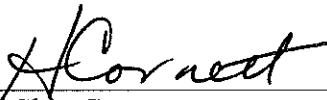
TD8889.7.3.5x10.25.EE

EXHIBIT G
CERTIFICATIONS

ANNUAL REPORT CERTIFICATIONS

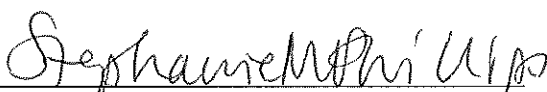
On behalf of T-Mobile USA, Inc., parent company of T-Mobile South LLC ("T-Mobile"), the undersigned, H. Skip Cornett, hereby certifies the following:

1. I serve as Vice President of Tax of T-Mobile USA, Inc. where I am responsible for all tax matters, including the Company's universal service annual report certifications.
2. I am authorized to execute these certifications on behalf of T-Mobile.
3. I certify that the following is true and correct to the best of my knowledge and belief with respect to T-Mobile's Florida eligible telecommunications carrier ("ETC") area:
 - a. T-Mobile is in compliance with applicable service quality standards and consumer protection rules, and
 - b. T-Mobile is able to function in emergency situations.



H. Skip Cornett
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
425-383-4000 (tel)

Subscribed and sworn to before me
this 28th day of March 2012.



Notary Public

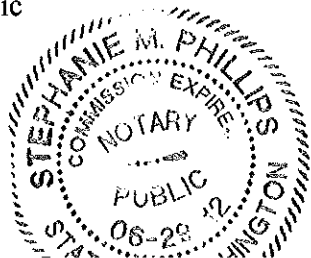


EXHIBIT H

CTIA – THE WIRELESS ASSOCIATION CONFIRMATION LETTER



Expanding the Wireless Frontier

Steve Largent
President/CEO

October 7, 2011

Ms. Kelsey Joyce
Director of Legal Affairs
Marketing
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

Dear Kelsey:

Congratulations! This letter is to notify you that T-Mobile USA ("T-Mobile") has completed the recertification process for the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") for the period January 1, 2011 – December 31, 2011, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, T-Mobile is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of T-Mobile review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. Upon request, we will provide two specimens (color and black/white) of the Seal for T-Mobile's use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Andrea Williams, CTIA's Vice President of Law and Assistant General Counsel, at (202) 736-3215 or awilliams@ctia.org.

CTIA commends T-Mobile for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with T-Mobile on this important industry initiative.

Sincerely,

Congratulations!

Steve Largent
Steve Largent

Attachment

cc: Philipp Humm
Dave Miller

